

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

AYDE MENA AMARO, et al.,

*Plaintiffs,*

-against-

UNAK GROCERY CORP. (D/B/A Liberty  
Café), et al.

*Defendants.*

**16-CV-7704**

**STIPULATION AMENDING  
SETTLEMENT AGREEMENT**

IT IS HEREBY STIPULATED and agreed, by and between the undersigned attorneys for the parties, pursuant to Paragraph 5 Release and Covenant Not To Sue of the agreed-upon Settlement and General Release (“Agreement”) in this matter, that the Agreement is modified as follows:

- Paragraph 5 of the agreement shall be amended to read as follows:

“Release and Covenant Not To Sue:

Release and Covenant Not To Sue: Plaintiffs knowingly and voluntarily release and forever discharge Defendants of and from any and all claims at issue in this action, whether known or unknown, asserted or unasserted, arising up to and as of the date of the execution of this Agreement, which Plaintiffs have or may have against Defendants, and also covenants not to file any claim or suit alleging a violation of any federal or state wage and hour laws including, but not limited to, the Fair Labor Standards Act and the New York Labor Law.

Date: New York, New York  
June 14, 2019



Philip K. Davidoff, Esq.  
60 East 42<sup>nd</sup> Street, 51<sup>st</sup> Floor  
New York, New York 10165  
212-453-5915

*Paul Hershan*

---

Paul Hershan, Esq.  
MICHAEL FAILLACE & ASSOCIATES, P.C.  
60 East 42<sup>nd</sup>. St. Suite 4510  
New York, NY 10165  
*Attorneys for Plaintiffs*